

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ROCK HILL DIVISION**

Shawn Preston, Eric Davis, Joseph)	C/A No. 0:17-cv-02184-MGL
Patterson, John Rando, Jason Tatarewitz,)	
and Ronnie D. Barrett, Jr., for themselves)	
and others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
Fluor Enterprises, Inc.,)	
)	
Defendant.)	
)	

**ORDER OF FINAL APPROVAL OF THE SETTLEMENT AGREEMENT AND
RELEASE AND DISMISSAL OF ACTION**

This matter is before the Court on the Joint Motion for Final Approval of Collective Action Settlement, filed by Plaintiffs, Shawn Preston, Eric Davis, Joseph Patterson, John Rando, Jason Tatarewitz, and Ronnie D. Barrett, Jr. (“Plaintiffs”) and Defendant, Fluor Enterprises, Inc. (“Defendant”) (collectively the “Parties”), whereby the Parties seek the Court’s final approval of the settlement on the terms set forth in the proposed Settlement and Release Agreement (“Agreement”) and dismissal of this action, with prejudice. The Court having considered the submissions and arguments of the Parties and their counsel at the Final Hearing on June 25, 2018, and good cause having been shown,

IT IS ORDERED as follows:

1. The Settlement and Release Agreement dated March 15, 2018, is fully and finally approved.

2. The settlement class is given final certification for purposes of settlement only as a collective action under Section 216(b) of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”). The class is defined as follows:

Individuals who performed job duties similar to those performed by Plaintiffs while employed by Defendant at the V.C. Summer Nuclear Power Plant within the Welding and/or Tekla Modeler job functions from on or about April 2, 2016, to on or about July 31, 2017, and who were allegedly not paid time and one-half their regular rate of pay for hours worked in excess of forty (40) hours in one or more workweeks.

3. The Court finds the Agreement and its terms constitute a fair, reasonable and adequate resolution of a *bona fide* dispute of this collective action within the meaning of Section 216(b) of the FLSA and directs that the consummation of the settlement shall be made pursuant to the terms of the Agreement.

4. Subject to the terms and conditions set forth in the Agreement, Defendant is directed to distribute the settlement funds to Class Members who joined the Agreement and timely returned a Consent to Join form within the timeframes defined in the Agreement. Class Counsel’s attorneys’ fees and costs shall be addressed in a separate Order.

5. This action is dismissed in its entirety with prejudice and in full and final discharge of all claims defined in the Agreement of the Class Members who joined the Agreement and timely returned a Consent to Join form.

6. This Court reserves jurisdiction over this action with respect to any further proceedings concerning the administration or consummation of the Agreement.

Accordingly, the Clerk is directed to **DISMISS** this action with prejudice as fully and finally resolved.

Signed this _____ day of June, 2018, in Columbia, South Carolina.

MARY GEIGER LEWIS
UNITED STATES DISTRICT JUDGE